



सत्यमेव जयते

## GOVERNMENT OF INDIA

### MINISTRY OF EXTERNAL AFFAIRS

***Name of Work: - Renovation of India House, Embassy of India, Jakarta***

#### **Tender Document**

PERIOD OF COMPLETION : 06 Months (Approx)

**Interested bidders may approach the following officials for in-person site survey:**

1. Mr. Faris (+62-838-3480-5584)
2. Mrs. Renu Girdhar, Attache ([+62-816-989-949/admn.jakarta@mea.gov.in](mailto:+62-816-989-949/admn.jakarta@mea.gov.in))
3. Shri Rajesh Kumar Dwivedi, Head of Chancery (+62-816-966-080/[hoc.jakarta@mea.gov.in](mailto:hoc.jakarta@mea.gov.in))

**Tender Inviting Authority:** Head of Chancery, Embassy of India, Jakarta, Indonesia  
**Address:** Gama Tower Jl. HR. Rasuna Said Kav. C22, RT.2/RW.5, Karet Kuningan, Setiabudi, South Jakarta City, Jakarta 12940

## Tender Contents

### A. Technical Bid Documents:

Document –I : Invitation to Tender

Document-II : Instruction to Bidders

Document-III: Eligibility Documents and Standard formats for Bid Security/ Guarantee etc.

*(Documents about the bidders, resources, company brochures, construction methodology, experience, management techniques, and any other information about bidder -These documents can be supplied and attached by bidders.)*

### B. Financial Bid Documents:

Document -IV : Financial bid letter (Lump sum fixed price to be quoted in the Form of Tender & submitted in a separate sealed envelope by Bidders).

Document – V : Priced Schedule of Items (BOQ) shall be submitted by the Bidders.

BOQ shall be prepared by the Bidders for all items including but not limited to Civil, Interiors, MEP, Automation, furniture and all fixtures etc as per scope of work. The Bidders shall prepare the BOQ themselves based on client's requirements as mentioned in this tender, their own design proposal & complete scope of work including furniture & furnishings carpets, wherever necessary. Bidders are advised to address all probabilities in their financial bids including preparing their own measured drawings, detailed item descriptions and technical specifications as per their own detailed design proposals.

# A. Technical Bid Documents

## DOCUMENT-I

Invitation to Tender

Embassy of India, Jakarta, Indonesia

### INVITATION TO TENDER

1. The President of India acting through the Ambassador of India in Jakarta invites Lump Sum tender for Comprehensive Renovation of Embassy Residence (India House), at Jl. Suropati No. 6, Menteng, Jakarta Pusat – 10310 on **Turn-key basis**.

2. The applicant who fulfill the following requirements shall be eligible to apply:

**Eligibility Requirements are:** **a)** In house capabilities to design and execute the project on Turnkey basis; **b)** Should have licensed designing software; **c)** A Team of Architect / Interior Designer & Construction Manager to execute the project; **d)** Having executed renovation/ remodelling including Interior works of high end residential/commercial buildings, exclusive interiors of highest quality of finishes & furnishings, minimum value being IDR 9,900,000,000 all inclusive (renovation, finishes, & furnishings). Copy of work-order / Certificate from the Client need to be submitted along with the bid documents; **e)** All the other Criteria mentioned in Document III.

3. A Pre-bid meeting and Site visit shall be arranged for the bidders before submission of their final bids so that all design & execution factors are properly addressed in the bids. On submission of the bid, a Committee constituted of representatives of Ministry and Mission will examine the bids technically on the basis of presentation and assessment of past works done by the bidders in order to ensure technical capability and quality of delivery. The shortlisted bidders will be invited for presentation before the Committee. At this stage the design proposals of the shortlisted bidders shall be evaluated and marks will be assigned on their design proposal, specifications of the finishes, furniture and furnishings & other execution components of the project. The short listing and design evaluations shall be done as per the following criteria;

Interior design proposal along with detailed specifications and unpriced BOQ with all items (\*) and PERT for execution. (50 marks)

Marking for design proposal shall be done as per the following criteria:

- |  |          |
|--|----------|
| i. Main Design Concept and selection of finishes | 25 marks |
| ii. Economic and Cost Effective Design           | 10 marks |
| iii. Work Methodolgy and time plan.              | 10 marks |
| iv. Presentation of Design                       | 05 marks |

Quality of work executed (inspection of works at sites by the Committee)(50 marks)

- |   |          |
|---|----------|
| i. Design & planning of completed projects      | 20 marks |
| ii. Final Finishing quality of completed works  | 10 marks |
| iii. Quality of Civil work & MEP services       | 10 marks |
| iv. Awards/certifications/Appreciations, if any | 10 marks |

**Total**

**100 marks**

(\*Interior Design Proposal: This shall include Interior Design of the India House duly explained through 3D visuals with drawings, presentation boards of major materials to be used. **Unpriced detailed BOQ of all items including but not limited to Civil, Interiors, MEP, Automation, Furniture, Fixtures etc and external development including the landscaping, lighting and signages etc as per the scope of work shall have to be submitted as part of Technical Bid so that the design proposal can be objectively assessed and marks given accordingly. The Bidders shall prepare BOQ themselves based on their own design proposal based on the client's requirements as mentioned in this tender & complete scope of work including furniture & furnishings wherever necessary. Bidders are advised to address all probabilities in their financial bids including preparing their own measured drawings, detailed item descriptions and technical specifications as per their own detailed design proposals. The Priced BOQ shall be submitted in the Financial Bid.**)

4. It shall be mandatory that bidders should have executed works of highest quality, and should obtain a minimum of 70 marks on technical parameters, over and above the eligibility Criteria, for being eligible for opening of their financial bids. The bidders shall have to submit certificate of works from the work being shown and/or the work order copy. The L1 (in Financial bids) from the bidders who qualify the 70% qualifying bench marks shall be the successful bidder and be awarded the work.

#### **Submission of Proposal:**

5. **Tender Security/Bid Security /Earnest Money Deposit:** The Applicant must submit with his bid, the Tender Security/Bid Security / Earnest Money Deposit (EMD)/Tender Bond in the sum of IDR 250,000,000 (Two hundred and fifty million Rupiah). Tender Security/Bid Security/ EMD/Tender Bond shall be acceptable by bank transfer/bank draft/pay order in favor of **Embassy of India Jakarta** or Bank Guarantee (as per enclosed proforma in Tender Document). The other terms and conditions related with the EMD/Tender Bond shall remain same as mentioned in the tender document. The tender security /EMD / Tender Bond shall remain valid for a period of one hundred and eighty (180) days from last date of submission of tender.

6. Bid documents supported with prescribed annexures should be submitted in sealed envelope, duly super scribed with the name of work and the date of opening. The bids will be received up to **15 June 2023 (1700 hrs WIB)** and will be opened on the **16 June 2023 (1500 hrs)** (WIB stand for Western Indonesia Time= GMT +7 hrs).

7. The date and time of opening of technical bid(s) will be intimated to all the bidders. Financial bid(s) of only those bidders(s) will be opened who have submitted EMD and qualify the technical evaluation on the specified date and time. The date, time & place of opening of the financial bid(s) will be intimated in due course of time. The result of Financial Bid shall also be displayed on the same Web Site.

8. If any information furnished by the applicant is found incorrect at a later stage, he/she shall be liable to be debarred from the tendering process. Embassy of India Jakarta reserves its right to verify the particulars furnished by the applicant independently.

9. Embassy of India Jakarta reserves the right to reject any prospective applicant without assigning any reason and to restrict the list of pre-qualified contractors to any number deemed suitable by it.

10. The Tender Notice is also published on Central Procurement Portal (CPP)of Govt. of India, the web site of Embassy of India Jakarta and <http://eprocure.gov.in/epublishing>.

## DOCUMENT-II

### Instructions to Bidders

Embassy of India, Jakarta, Indonesia

1. BOQ shall be prepared by the Bidders for all items including but not limited to Civil, Interiors, MEP, Automation, furniture and all fixtures etc. The Bidders shall prepare the BOQ themselves based on client's requirements as mentioned in this tender, their own design proposal & complete scope of work including furniture & furnishings carpets, wherever necessary. Bidders are advised to address all probabilities in their financial bids including preparing their own measured drawings, detailed item descriptions and technical specifications as per their own detailed design proposals.
2. Embassy of India Jakarta will not be responsible to compensate for any expense or losses which may be incurred by the Applicant in the preparation and submittal of his Tender.
3. This is a LUMP SUM FIXED PRICE TENDER with Extent of work as calculated by the Bidders as per their drawings, and as submitted by them while quoting their Lump Sum Fixed Price. Their drawings must be based on the descriptions, broad specifications and scope of work provided in this document. The Bidder shall examine the Tender Documents and all Addenda (if any) before submitting his Bid and shall become fully, informed as to the extent, quality, type and character of operations involved in the Works and shall visit and acquaint himself with the Site of the Works. No consideration or compensation will be given for any alleged misunderstanding of the articles to be furnished. Bidders are required to quote Lumpsum price on "Form of Tender". Bidders shall satisfy themselves about the quantities in the Schedule of Quantity (BOQ) calculated by themselves based on scope of work defined in the tender, their site visit and making their own measured drawings, detailed item descriptions and technical specifications as per their own detailed design proposals.
4. These quantities shall not form part of the agreement however the unit rates quoted shall be used for variation purpose.
5. All Tender documents must be returned properly filled in and completed in all respects in accordance with the conditions and Provisions of the Tender Documents.
6. The Lumpsum Fixed Price/amount must be quoted both in figures and words and the currency must be in IDR only. In case of any discrepancy between figures or words, the amount or rates quoted in words shall be taken to be correct for this tender.
7. The Lumpsum Fixed Price/amount shall be submitted in the "Form of Tender". for both the phases separately with suitable entries, including appropriate signatures, made in all blank spaces. The form shall not be altered. The Bidders shall strictly comply with all the conditions stated in the Tender Documents. The Form of Tender must be signed by a person or persons authorized to sign the Tender and shall be dated. Evidence of signature authority, such as a Power of Attorney, shall be provided with the Tender. The unit rates quoted in Schedule of Quantity of the tender document shall be used towards variation as per the tender conditions.
8. Decision on bid will be taken based on the final price quoted on the Form of Tender. Lumpsum Fixed Price/Amount as quoted in the "Form of Tender" shall be the basis for

deciding the tender quote and the L1 bidder.

9. Any mismatch in the final quoted price on Form of Tender and Total amount worked out on rates in Schedule of Quantity, the final price quoted on Form of Tender shall be considered for comparison of bids and decision on bid. If amount quoted on Form of tender is more than amount worked out on schedule of quantity, the rates on Schedule of Quantity shall not be altered/adjusted. If amount quoted on Form of Tender is less than amount worked out on Schedule of quantity, the Rates on schedule of quantity shall be adjusted in the ratio to match with quoted final price on the Form of Tender.

10. Tender Security/Bid Security /Earnest Money Deposit: The Applicant must submit with his bid, the Tender Security/Bid Security / Earnest Money Deposit (EMD)/Tender Bond in the sum of IDR 250,000,000 (Two hundred and fifty million Rupiah). Tender Security/Bid Security/ EMD/Tender Bond shall be acceptable by bank transfer/bank draft/pay order in favor of Embassy of India Jakarta or Bank Guarantee (as per enclosed proforma in Tender Document). The other terms and conditions related with the EMD/Tender Bond shall remain same as mentioned in the tender document. The tender security /EMD / Tender Bond shall remain valid for a period of one hundred eighty (180) days from last date of submission of tender. The Bid Security of unsuccessful bidders will be returned after the award of work while Bid Security of successful bidder will be returned after submission of performance guarantee by the successful bidder.

11. Forfeiture of bid security and Contract Security: (a) If any bidder withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the employer, then the Employer shall, without prejudice to any other right or remedy, be at liberty to forfeit the entire earnest money absolutely. (b) If Lowest Bidder fails to furnish the prescribed Performance Guarantee within the prescribed period, or sign the agreement in time or doesn't respond to request for clarification of its purpose or fails to provide required information during evaluation process or is found to be non-responsive, the bid Security is absolutely forfeited automatically without any notice. (c) In case the contractor fails to commence the work on commencement date as specified in the tender documents or such time period as mentioned in letter of award or from the date of handing over to the site, whichever is later, the Employer shall without prejudice to any right or remedy, be at liberty to forfeit whole of the bid security and Performance Guarantee.

12. The Bid shall be submitted in sealed envelopes as described below

Envelope "A" Tender Security (Bid Security); Envelope "B" Technical Bid Documents (**With Unpriced BOQ**); Envelope "C" Financial Bid Document And addenda or other enclosures as required in the tender.

The envelopes containing "A", "B" & "C" of offers shall be duly superscribed with Name of Work and above titles. Envelopes A, B and C to be put in another sealed envelope with the name of work written on top. The envelope "A" containing Tender Security (Bid Security) shall be opened first. Bidders who have not submitted valid Tender Security (Bid Security) as mentioned above shall be summarily rejected. Technical bids (Envelope B) of only those bidders who have submitted Tender Security (Bid Security) shall be opened immediately thereafter. Both Bid Security and Technical bids envelopes shall be opened in presence of bidders or their representatives if present. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the Employer. Qualified bidders will be informed

and Financial bid (Envelope C) of qualified bidders shall then be opened at notified time, date and place in presence of bidders or their representatives.

13. In case the tender is not decided during validity period of tender i.e. within 180 days from date of opening of tender. The employer may request to extend the validity of tender and Bid Security for a further specified period beyond 180 days. Bidder(s) shall be at liberty to extend the validity of tender and Bid Security for the specified period or withdraw from tender. Once the validity is extended in writing by bidder(s), they will not be permitted to withdraw from tender. If bidder(s) withdraws his offer after such extension, the employer shall be at liberty to forfeit the Bid Security absolutely.

14. The Performance Guarantee of five percent (5%) of the Accepted Contract Amount in the form of Bank Guarantee from a scheduled bank shall be submitted within 15 days of the Work Order and shall be valid for 180 days beyond the date of completion of all the contractual obligations of the contractor under the contract and discharged after completion of work. The Performance Guarantee shall remain valid for a period to cover the execution of the works as a Guarantee to secure the proper carrying out, the handing over and recovery of compensation of such other sums that may become due to the Employer from the contractor under the terms of the contract and shall not have been paid by him on demand.

15. Without prejudice to anything contained in the foregoing paragraphs, the contractor shall always maintain the Performance Guarantee at the full amount until the completion of work in accordance with the terms and conditions of the contract. If the contractor fails to maintain the Performance Guarantee in the full amount, the employer may by registered letter sent to the contractor, terminate his employment under the contract without necessity for any legal or other formality or reference to judicial proceedings.

16. The acceptance of the Tender shall be conditional and not finally binding upon the Employer until the Performance Guarantee has been duly provided and the actual contract signed between the Employer and the contractor. Should the contractor fail to sign the contract within the stipulated time or to provide the Performance Guarantee within the period allowed or for any other reason withdraw his participation in the Tender, the Employer may withdraw his acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it and there upon the amount of Bid security shall be confiscated by the Employer without any necessity for any legal or other formality or reference to judicial proceedings of proof of damage and without prejudice to the right of the Employer. No payment shall be released to the contractor unless the Agreement is signed.

17. Any further information or clarification which the Applicant may require in order to complete his Tender may be obtained from Ms. Renu Girdhar, Attache (details on page 1). All information requested by and supplied to one bidder will be supplied to all bidders.

18. Queries A pre-bid meeting for all bidders will be held at the Embassy of India Premises on 31 May 2023 (1500 hrs WIB), if required. Bidder's queries should be submitted in writing to [adm.jakarta@mea.gov.in](mailto:adm.jakarta@mea.gov.in) and should be received on or before 30 May 2023 (1500 hrs WIB). No queries will be accepted or answered thereafter.

19. At any time prior to the date of opening of the proposals the Mission may issue an addendum in writing to all applicants, deleting, varying or extending any item. Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the Employer as to the meaning of anything

connected with the Tender Document. The date and time for submission may be deferred by an official notification in writing issued by the Employer to all Bidders. Tenders received after this date will not be considered.

20. Bid/Bidder may be disqualified for any reason including, but not limited to the following:

a) If a bidder sets forth any conditions which are unacceptable to the Employer. b) If any tender is submitted under a name other than the name of the individual firm partnership or corporation that was issued the Tender Document. c) If there is evidence of collusion between Bidders. d) If Tender sets forth any offer to conditionally discount, reduce or modify its tender. e) If Bid price is disclosed before opening of Financial Bid.

21. The bid amount quoted will be exclusive of VAT.

22. No escalation is payable for any reason

23. Variations will not be entertained in this contract being a turnkey contract. The rates quoted in BOQ shall only be used for variations if there is any change in Employer's requirement and scope of Work as defined below and/or any item finish specified in the finalized Contract is required to be changed by the Employer.

24. Bidder shall have deemed to have read carefully all the Tender Documents, Scope of Work and Specifications etc. The quoted Lump sum Fixed price is inclusive and complete in all respect to make buildings functional as per the highest standards of work.

25. PAYMENT:

a) All the payment shall be released as progress payments on the basis of certificate signed by the authorized representative of the Employer. The detailed work schedule and the payment schedule would be furnished by the contractor to employer who will approve it before it forms the part of the agreement. All permissible deduction shall be affected during the Progress Payment.

b) TERMS OF PAYMENT:

The Contractor shall be entitled to be paid as per the following stages of work for each phase of work separately:

- i. 10%: Mobilization advance (Against Bank Guarantee of equivalent amount, ).
- ii. 20%: Upon completion of structural & façade repairs and MEP 1st stage works i.e. whatever is required to be installed before interior finishes begin.
- iii. 25%: Upon completion of Interiors and exteriors except painting and polishing.
- iv. 20%: upon completion of all fittings, fixtures including that of MEP, supply of furniture if any and paint & polishing i.e. virtual completion.
- v. 20%: On installation and commissioning subject to issuance of completion certificate to this effect by the Engineer-in-Charge.
- vi. 5% : After submission of As built drawings & inventory of all moveable & non movable items shall be done within a month of completion of the project.

5% Retention money deducted from each running bill, be retained and released upon completion of Defects Liability Period i.e. 365 days from the date of completion.

The Running payments to the contractor shall be paid shall be paid within 15 working days



from the date of submission of bills. However in case of delay no interest or compensation will be payable.

## 26. SCOPE OF WORK & SPECIFICATION:

The tentative scope of work is as under :

- (a) Refurbishing of all interior finishes of the existing building including flooring, wall finishes, wall paneling, ceiling etc.
- (b) Renovation of all existing toilets with new specifications and new fixtures.
- (c) Renovation of the Kitchen with modular cabinets.
- (d) Refurbishing of existing building services including electrical, plumbing, sewage systems and drainage systems along with waterproofing treatment of the roof.
- (e) Refurbishing of all existing doors and hardware.
- (f) Replacement of existing windows with double glass windows
- (g) Revamping of the existing light fixtures as per the interior scheme.
- (h) Refurbishing of the existing tennis lawn along with drainage system of the landscaped court.
- (i) Refurbishing of the existing servant units with toilets.
- (j) Provision of External Lighting including the landscaped court.
- (k) Refurbishing of the open verandah on the Ground floor and First floor.
- (l) Revamping of the canopy/shed at terrace.
- (m) Improvement of the existing driveway.
- (n) Construction of suitable enclosure for Diesel Generator and its shifting including all installations
- (o) Providing and installing walk-in closets in the bedrooms at 1<sup>st</sup> floor as per requirement
- (p) Facelift/revamping of pillars in the living rooms to make it in harmony with the surroundings
- (q) Renovation of staircase and railing of the staircase
- (r) Flooring of open terraces/rooftops in 1<sup>st</sup> floor and 2<sup>nd</sup> floor roof
- (s) repair and painting of the boundary wall

27. Commencement date of the works shall be effected after seven (7) days from the date of issuing the Acceptance letter or handing over the site, whichever is earlier. This 7 days period will be defined as the mobilization period.

28. The retention money will be Five Percent (5%) of the value of the executed works.
29. The amount of Liquidated Damages payable by the Contractor to the Employer will be calculated @ 0.5% of accepted tender cost per week to be computed on per day basis. The total amount of liquidated damage shall be limited to 10 % of accepted tender cost.
30. The Defects Liability period shall be Three Hundred Sixty Five (365) days from the completion of the work.
31. The Employer will not be bound to accept the lowest or any tender or to give a reason for the rejection of any Tender.
32. The Applicant must submit with his offer a list of Sub Contractors and Specialist names whom he proposes to use on the Works in the Tender. The Employer however, will always have the right to accept or reject any pre-approved subcontractor even after formal award of Contract and/or commencement of work with or without cause.
33. The successful Bidders shall be responsible for co-coordinating his work with various Subcontractors and other bid-pack Contractors employed on the Works and coordinating his work between various trades, obtaining all the necessary information from subcontractors for the purpose of the overall programming of his works; supplying all the normal attendance to all subcontractors and assuming the overall responsibility for the aforesaid.

34. **ARBITRATION:**

- If any dispute, difference or question at any time arises between the Mission and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination as described in clause 15, shall be referred to arbitration.
- The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations commission on International Trade Laws) Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties.

The Arbitration will have its sittings in Jakarta, Indonesia

35. **Specification:** The item of work/material used in the work shall be complying with the standard of quality like British standard/American standard/Indian Standard or equivalent. The material used/or workmanship should be of equivalent or higher standard than the existing standard. Sound engineering practice should be adopted in all items of work execution.

36. On completion of work, Contractor shall submit all equipment manuals, guarantee cards, specifications etc. The Final Bill of work shall be paid only on completion of work and depositing all documents as above.

37. The contractor shall be solely responsible to make reparations/compensation for damage caused to any nearby property arising due to the renovation work, if any.

38. **TERMINATION**

If the contractor is, without good reasons, not discharging his obligation, the Employer may inform the contractor by notice, indicating grounds for the notice. If a satisfactory response is not received within 7 days, the Employer may by a further notice in writ-

ing, terminate the Contract provided that further notice in writing is given within 35 days of the Employer's former notice. In the event of termination of the contract by the Employer, the contractor shall have no claim to compensation for any loss sustained while entering into any engagement or for making any advance payment to any third party with a view to perform this work.

The contractor shall not be entitled to be paid any sum for any work thereof or work actually performed under this contract unless or until the Employer is satisfied with the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified by the Employer.

### **DOCUMENT – III: Eligibility Documents and Bank Guarantee Formats**

#### **Embassy of India, Jakarta, Indonesia**

#### **1. ELIGIBILITY DOCUMENTS AND STANDARD FORMATS FOR BID SECURITY/GUARANTEES ETC.**

##### **ELIGIBILITY CRITERIA**

The Applicant who fulfill the following requirement shall be eligible to apply. Eligibility Requirements are:

- a)** In house capabilities to design and execute the project on Turnkey basis. **b)** Should have licensed designing soft wares. **c)** Team of Architects, Interior Designers & Construction Managers. **d)** Having executed renovation/ remodelling including Interior works of high end residential/commercial buildings, exclusive interiors of highest quality of finishes & furnishings, minimum value being IDR 9,000,000,000/- all inclusive (renovation, finishes, & furnishings). A work order copy and a certificate from the Client would need to be submitted. **e)** All the other Criteria mentioned in this Document III.
- b)** The tenderer must have satisfactorily completed in last seven years (i) one similar work of value of IDR 9,900,000,000 or (ii) two similar works of value of IDR 7,427,000,000 or (iii) three similar works of value of IDR 4,951,000,000. Similar works means 'having executed renovation/remodeling including interior works of high end residential/commercial buildings exclusive interiors of highest quality of finishes & furnishings, minimum value being IDR 9,900,000,000/- all inclusive (renovation, finishes & furnishings).
- c)** Should have average annual financial turnover of not less than IDR 6,190,000,000 on construction works during the immediate last five consecutive financial years. The applicant should be a profit making company/firm and should not have suffered any financial loss in more than two years in the previous five financial years and must not have suffered loss in the immediate preceding financial year. This fact shall be duly certified by the Chartered Accountant and audited financial statements for these five years will be submitted by the bidder.

d) The tenderer should submit Certificate of Solvency for IDR 4,951,000,000/- or more, certified by bank. The certificate should not be older than a month. The applicant should submit list of all completed works in the last 5 years and list of all works in hand.

e) Joint Venture (JV) firms formed specifically for this tender shall not be permitted.

Should have permit/registration for construction work in Indonesia.

## 2. EVALUATION CRITERIA FOR ELIGIBILITY

For the purpose of eligibility, application will be evaluated in following manner:

The documents submitted by the applicant will be scrutinized for the criteria prescribed above and the applicant's eligibility for the work will be determined. Even though applicants may satisfy the above requirements, he would be liable to disqualification if he has:

- i. Made misleading or false representation or deliberately suppressed information in the forms, statements and enclosures required in the pre-qualification document.
- ii. Record of poor performance such as abandoning work, not properly completing the contract or financial failures / weaknesses.
- iii. Disclosed bid price before opening of financial bid.

Applicant is required to submit the following in respect of his organization (in form 'E' and 'E-1').

- i. Name and postal address including telephone, fax number, e-mail etc.
- ii. Copies of original documents defining the legal status place of registration and principal place of business including the registration and permission from the Government/ local authorities for taking up construction works in Indonesia.
- iii. Name and title of Directors and officers to be concerned with the work, with designation of individuals authorized to act for the organization.
- iv. Information on any litigation in which the applicant was involved during the last five years, including any current litigation.
- v. Authorization for Employer to seek detailed references.
- vi. Number of Technical and Administrative employees in parent company, subsidiary company

## 3. CONSTRUCTION EQUIPMENT AND MACHINERY

Applicant should furnish the list of construction equipment available with the contractor likely to be used in carrying out the work.

## 4. LETTER OF TRANSMITTAL

The applicant should submit the letter of transmittal attached with eligibility document as given in section III.

## 5. TENDER AWARD CRITERIA

Envelopes for Bid Security shall be opened first. Bidders who have submitted required Bid Security as mentioned shall be considered successful for opening of Technical Bids. Technical bids of successful bidders shall be opened immediately which will be evaluated and marks given and financial bid of qualified bidders who obtain minimum qualifying marks only shall then be opened at notified time, date and place in the presence of the bidders or their representatives.

Technical bids envelope shall be opened in presence of bidders or their representatives. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the Employer. Qualified bidders will be informed and will be invited for presentation before committee

The employer reserves the right without being liable for any damages or obligation to inform the applicant to :

- i. Amend the scope and value of contract.
- ii. Reject any or all the applications without assigning any reason.

For any of the above actions, the Employer shall neither be liable for any damages nor be under any obligation to inform the Applicants of the grounds for the same.

Any effort on the part of the applicant or his agent to exercise influence or to pressurize the Employer would result in rejection of his application. Canvassing of any kind is prohibited

**RAJESH K. DWIVEDI**  
**Second Secretary (E&C) & HOC**  
**Embassy of India**  
**Jakarta**

**PRE-QUALIFICATION INFORMATION LETTER OF TRANSMITTAL**

From

To :

The Head of Chancery  
Embassy of India, Jakarta

Sub: *(Name of the project)*

Sir,

Having examined the details given in the press notice and document for the above work / we hereby submit the eligibility application and relevant documents and information.

1. I / We hereby certify that all the statements made and information supplied in the enclosed forms 'A to H' and accompanying statements are true and correct.
2. I / We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I / We submit the requisite certified solvency certificate and authorize Embassy of India, Jakarta, Indonesia to approach the bank issuing the solvency certificate to confirm the correctness thereof. We also authorize The Head of the Ministry, to approach my / our bankers, individuals, employers, firms and corporations to verify my / our statements, competency and general reputation.
4. I / We submit the following certificates in support of our suitability, technical know-how and capability for having successfully completed the following similar works. (Certificate from Project Manager in Proforma D in respect of each work mentioned below should be enclosed.)

Name of work	Certificate from/Nature of work	Contract amount
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Date of submission:

Signature(s) of Bidder(s)

Enclosures:

Date of Submission:

Signature of Applicant(s)

**GENERAL**

a) Name of Contractor \_\_\_\_\_

b) Registered Address \_\_\_\_\_

c) Telephone No. \_\_\_\_\_

d) \_\_\_\_\_ Fax \_\_\_\_\_ No. \_\_\_\_\_

e) E-mail: \_\_\_\_\_

f) Contact Names of senior representative of Main Contractors / Partners

Type of Works carried out:

1. What is the nature of the Company / Firm? (Give details on separate sheets, if necessary) a) Independent \_\_\_\_\_ b) Supported by technical resources from some other source.

2. Name, Address and experience of Consultants/Sub-contractors are Enclosed at page's no. .... to .....

## PERFORMANCE REPORT OF SIMILAR WORKS AS DEFINED IN ELIGIBILITY

### CRITERIA

1. Project Name and Location:
2. Clients, Owners references name.
3. Project Architects
4. Name of Contractor
5. Total Cost of Project (Value in Local Currency) excluding VAT
6. Date of Commencement, Date of Completion, Current Status
7. Amount of compensation levied for delayed completion if any
8. Amount of reduced rate items, if any
9. Size of Building in Square Meters
10. No. of Floors & No. of Basement
11. Type of building (Please also specify whether building meets similar work definition i.e. Building of Reinforced Cement Concrete framed structures including all utility services such as Modern office buildings, Hotels, Shopping Malls, Embassies, Apartment Complex etc.).
12. Performance reports i) Quality of work Very good Good Fair Poor ii) Financial soundness Very good Good Fair Poor iii) Technical Proficiency Very good Good Fair Poor iv) Resourcefulness Very good Good Fair Poor v) General behavior Very good Good Fair Poor

Dated:

Project Manager or equivalent



## STRUCTURE AND ORGANISATION

1. Name and address of applicant :
2. Telephone No. :  
Fax No. :  
Email address :
3. Legal status of the applicant (attach Copies of original document defining The legal status)  
a) An Individual b) A proprietary firm c) A firm in partnership d) A limited company or corporation
4. Particulars of registration with various Government bodies, if any, (attach attested photocopy) S.No. Organization / place of registration Registration No. i ii iii iv
5. Name and Titles of Directors and officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization.
7. Was the applicant ever required to suspend construction for period of more than six months continuously after commencing construction? If so, give the name of the project and reason for not completing the work.
8. Has the applicant, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
9. Has the applicant or any constituent partner in case of partnership firm, ever been debarred / black-listed for tendering in any organization at any time? If so, give details.
10. Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so give details.
11. Any other information considered necessary but not included above.

Signature of Applicant(s)

**DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK**

N.B.: Attach CV, educational qualification, professional license & experience document

Signature of Applicant(s)

**DETAILS OF CONSTRUCTION EQUIPMENT LIKELY TO BE USED IN  
CARRYING OUT THE WORK**

S.No.		Model	Capacity	Age	Condition		

Remarks

Signature of Applicant(s)

N.B Attach the ownership certificate or rental agreement from equipment Rental Company.

**PROFORMA FOR SOLVENCY CERTIFICATE FROM A SCHEDULED/ REPUTED  
BANK**

This is to certify that to the best of our knowledge and information that M/s /Mr..... having the noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Local Currency..... (Local Currency..... only).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers. (Signatures) For the Bank NOTE (1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.

(2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

Embassy of India  
Jakarta

**NOTICE INVITING TENDER FOR SELECTING CONTRACTOR  
FOR  
(Renovation of India House, Embassy of India, Jakarta)**

Bank Guarantee Proforma for Earnest Money Deposit

Bank Guarantee No.....

Brief description of contract: **Renovation of India House, Embassy of India, Jakarta**

Name and Address of Beneficiary: Embassy of India Jakarta, Gama Tower Jl. HR. Rasuna Said Kav. C22, RT.2/RW.5, Karet Kuningan, Setiabudi, South Jakarta City, Jakarta 12940

Date:

Whereas M/s (*Name of Contractor with address*) have submitted their tender for Renovation of India House, Embassy of India, Jakarta and one of the tender conditions is for the M/s (*Name of Contractor with address*) to submit a Bank Guarantee for Earnest Money Deposit amounting IDR 250,000,000 (Two hundred and fifty million Rupiah). In fulfillment of the tender conditions, we, (*Name of Bank with address*) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of IDR 250,000,000 (Two hundred and fifty million Rupiah).

2. This guarantee is valid for a period of 180 (One hundred and eighty) Days and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to IDR 250,000,000 (Two hundred and fifty million Rupiah).

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (*date of issue*) up to the (*date after 180 days from date of issue*) and claims under this guarantee should be submitted not later than (*date after 180 Days from date of issue*).

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of the (*Name of the country*) and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the (*Name of the country*) Courts.

Date:  
Name:

Place:  
Signature:

Embassy of India  
Jakarta

**NOTICE INVITING TENDER FOR SELECTING CONTRACTOR  
FOR  
(Renovation of India House, Embassy of India, Jakarta)**  
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Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: (Name of the Project)

Name and Address of Beneficiary: (Name of the Mission/Post, address)

Date:

Whereas M/s (Name of Contractor with address) have submitted their tender for *Renovation of India House* at Jakarta for Embassy of India Jakarta, and one of the tender conditions is for the M/s (Name of Contractor with address) to submit a Bank Guarantee for Performance Security (5% of tendered cost) amounting to (5% of the tendered cost). In fulfilment of the tender conditions, we, (Name of Bank with address) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount *calculated as 5% of the tendered cost*).

2. This guarantee is valid for a period of eight months from the date of issue of this Bank Guarantee and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to *5% of the tendered cost of US\$ /Local currency*)

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (date of issue) up to the (date should be two months after the date of completion of work) and claims under this guarantee should be submitted not later than (from date of expiry).

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of the (Name of the Country) and is governed by the United Rule for Demand Guarantee(URDG)

(ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the Indonesia Courts.

Date: Place:

Name: Signature:

## B. Financial Bid Documents

### Document -IV

**Financial Bid letter (Lump sum fixed price to be quoted on this form by Bidder)**

#### FORM OF TENDER

Name of Contract: [Name of the works]

To:

[Name \_\_\_\_\_ of \_\_\_\_\_ the  
Employer] \_\_\_\_\_  
\_\_\_\_\_

We have examined the General Conditions of contract, specifications, drawings, other schedules, the attached Appendices and Addenda for the above-named works and have inspected the site and the general and economic conditions under which the works are to be carried out. We offer to execute and complete the works and remedy any defects therein, in conformity with this Tender.

IDR \_\_\_\_\_ (in figure)

(IDR \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Only)

\_\_\_\_\_ exclusive of VAT.

We agree to abide by this tender until 180 days after date for receipt of tenders and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the appendix forms part of this Letter of Tender.

If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is practicable after commencement date, and complete the works in accordance with the above-named documents within the Time of Completion.

Unless and until a formal Agreement is prepared and executed, this Letter of tender together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature \_\_\_\_\_ in the capacity of  
\_\_\_\_\_ duly authorized to sign tenders for and on  
behalf of [Name of the contractor] \_\_\_\_\_ Date:  
\_\_\_\_\_



## Document –VI

***Priced Schedule of Items (BOQ) shall be submitted by the Bidders.***

BOQ shall be prepared by the Bidders for all items including but not limited to Civil, Interiors, MEP,, Automation, furniture and all fixtures etc. The Bidders shall calculate the BOQ themselves based on scope of work defined in the tender, their site visit and making their own measured drawings, detailed item descriptions and technical specifications as per their own detailed design proposals.

- Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.
- Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.
- The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.
- It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.
- No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.